

**STREAMBED ALTERATION AGREEMENT
BETWEEN CALIFORNIA DEPARTMENT OF FISH AND GAME
AND
THE DIVISION OF FLOOD MANAGEMENT OF THE DEPARTMENT
OF WATER RESOURCES
FOR ROUTINE MAINTENANCE OF FLOOD CONTROL
PROJECTS BY THE SACRAMENTO AND SUTTER
MAINTENANCE YARDS**

This Streambed Alteration Agreement ("Agreement") is entered into between the California Department of Fish and Game ("DFG") and the Division of Flood Management of the Department of Water Resources ("DWR").

RECITALS

WHEREAS, DFG is the trustee for fish and wildlife resources of the State of California; and

WHEREAS, Fish and Game Code section 1602 requires an entity to notify DFG before: 1) substantially diverting or obstructing the natural flow of a river, stream, or lake; 2) substantially changing the bed, channel, or bank of any river, stream, or lake; 3) using any material from the bed, channel, or bank of any river, stream, or lake; 4) depositing or disposing of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake; and

WHEREAS, Fish and Game Code section 1602 requires DFG to issue a lake or streambed alteration agreement ("agreement") to an entity if DFG determines that the project described in the entity's notification could substantially adversely affect fish and wildlife resources; and

WHEREAS, the purpose of an agreement is to protect fish and wildlife resources by incorporating into the project reasonable measures necessary to protect those resources; and

WHEREAS, DWR is a state governmental agency responsible for maintaining and operating the flood control projects listed in Attachments A and B (Maintenance Project Areas for the Sacramento and Sutter Maintenance Yards); and

WHEREAS, the mission of DWR is to manage the water resources of California with other agencies to benefit the State's people, and to protect,

restore, and enhance the natural and human environments; and

WHEREAS, DWR and DFG have partnered to meet their Public Trust responsibilities for both public safety, and wildlife habitat and restoration in designated wildlife areas that DFG manages.

WHEREAS, work conducted by DWR will be consistent with its Environmental Stewardship Policy, approved September 21, 2010, which includes that, environmental stewardship is an ethic that DWR embraces as it makes and carries out decisions that deal with future demands on water resources and flood protection throughout California; the goal of an environmental stewardship ethic is to create human systems consistent with natural systems, where each is ultimately sustainable; DWR fosters the environmental stewardship ethic by embracing broad concepts of impact avoidance and protection of natural resources, minimization, mitigation and restoration and enhancement of natural functions and values; and

WHEREAS, DWR adopted a Sustainability Policy in April 2009 wherein it committed to become a sustainability leader and ecosystem steward within State government and the California water community; and

WHEREAS, the Flood Maintenance Office of DWR is developing Corridor Management Plans for areas in the Sacramento River Flood Control System, which are being designed to be long-term, sustainable plans that integrate flood control, water supply and ecosystem needs; and

WHEREAS, DWR notified DFG about routine maintenance projects it intends to perform in the stream channels to maintain the designed capacity of channels and other physical structures to protect public safety, prevent loss or damage to property, protect DWR's investments; and

WHEREAS, DFG determined that an agreement is required to perform such routine maintenance projects because they could substantially adversely affect fish and wildlife resources within flood control projects maintained by DWR; and

WHEREAS, this Agreement authorizes DWR to perform specified routine maintenance projects within flood control projects maintained by DWR, and requires DWR to comply with general and specific measures when performing such projects to prevent any substantial adverse impacts to fish and wildlife resources within flood control projects maintained by DWR; and

WHEREAS, this Agreement does not apply to emergency work DWR must perform to protect life or property as described in Fish and Game Code section 1610; and

WHEREAS, DWR is the lead agency pursuant to the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.);

NOW, THEREFORE, DFG and DWR agree that this Agreement satisfies the requirements in Fish and Game Code section 1602, and agree further as follows:

I. DEFINITIONS

"Bridge" means a free span man-made structure crossing a water body typically supporting transportation infrastructure. "Culvert crossings," which typically convey flowing water through a pipe or concrete box and support transportation and other infrastructure, are not considered Bridges for the purpose of this Agreement.

"Channel maintenance area" means the portion of a channel from the waterside boundary of a levee maintenance area to the waterside boundary of a levee maintenance area on the other side of the channel.

"Day" means workday (based on a five day work week), unless otherwise specified.

"Diameter breast height" ("dbh") means the diameter of a tree trunk at a distance measured four and one half feet above grade.

"Emergency" has the same definition as in Public Resources Code section 21060.3, specifically "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services."

"Heavy equipment work" means work that involves the use of backhoes, frontend loaders, bulldozers, excavators, and other heavy, mechanized equipment used to control vegetation; to remove sediment, large woody debris, and beaver dams; to place large rocks; maintain established levee toe and crown roads as well as levee fire breaks; and to grade.

"Levee maintenance area" means the waterside of the levee from the waterside hinge point to the waterside toe of the levee, or to the waterside outside edge of an established waterside toe road or waterside levee firebreak, whichever is greater in distance.

"Low flow area" means generally the flowing portion of the channel during low flow conditions.

"Restoration and Mitigation Areas" means areas to be created, restored, or enhanced as part of project specific mitigation or pursuant to Corridor Management Plans where DWR will conduct ongoing maintenance to support successful mitigation and/or restoration efforts. These areas represent opportunities to provide overall benefits to fish and wildlife species, and water quality benefits, while safely conveying channel design flows. For some areas, this maintenance could involve complying with approved mitigation and monitoring plans. Examples of mitigation and restoration areas include, but are not limited to, the following: Willow Slough Bypass levee repair site, Colusa SRA, Sycamore Creek sediment removal project, erosion sites that have been enhanced through planting woody vegetation, and restoration or enhancement of areas developed under Corridor Management Plans.

"Routine maintenance work" means work performed regularly (approximately every one to five years), as required to safely convey design flows and promote ecosystem functions, in the stream zones within those areas identified in Attachments A and B, and Exhibits 1 and 2. DWR performs routine maintenance work to maintain the functional and structural integrity of its facilities. Routine maintenance work, as described in this Agreement and identified in the DWR Vegetation Inspection Criteria for Standard Levees, October 2007 (Attachment C), includes, but is not limited to, the following: removing debris, sediment, vegetation, rubbish, downed trees, and other material that could obstruct the natural flow of water; controlling weeds, grasses, emergent vegetation, and woody vegetation; maintaining restoration and mitigation areas; controlling rodents, grouting rodent holes; dragging, track walking, and burning levee slopes; repairing gates, barricades, and small structures; making repairs to control erosion and stabilize banks; maintaining crown and toe roads as well as fire breaks; repairing bridges and culverts; conducting minor geotechnical sampling, and other work necessary to maintain the functional and structural integrity of DWR streams or DWR facilities.

"Special status species" means any species defined in CEQA Guidelines section 15380 (Cal. Code Regs., tit. 14, § 15380); species that are fully protected under the Fish and Game Code; species protected under the Migratory Bird Treaty Act (16 U.S.C. § 703 et seq.); and/or species identified by DFG or other state and federal resource agencies as a species of special concern. Such species include, but are not limited to, the following: Swainson's hawk (*Buteo swainsoni*); northern goshawk (*Accipiter gentilis*); western spadefoot (*Spea hammondi*); Yellow warbler (*Dendroica petichia*); Burrowing owl (*Athene cunicularia*); Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*); Loggerhead shrike (*Lanius ludovicianus*); Northern harrier (*Circus cyaneus*); Foothill yellow legged frog (*Rana boylei*); Western pond turtle (*Clemmys marmorata*); Tricolored Blackbirds (*Agelaius tricolor*); Vernal pool tadpole shrimp (*Lepidurus packardii*); Giant garter snake (*Thamnophis gigas*); Sacramento River winter-run Chinook salmon (*Oncorhynchus tshawytscha*); Central Valley spring-run Chinook salmon

(*O. tshawytscha*); fall-/late fall-run Chinook salmon (*O. tshawytscha*); Central Valley steelhead (*O. mykiss*); Green sturgeon (*Acipenser medirostris*); and Delta smelt (*Hypomesus transpacificus*).

"Stream" means a channel, seep, pond, waterway, or area where DWR may perform the routine maintenance projects covered by this Agreement, all of which are identified in Attachments A and B and Exhibits 1 and 2. "Stream" includes perennial, intermittent, ephemeral streams and man-made channels that deliver or drain water for roadside ditches or agricultural purposes.

"Stream zone" means that portion of the stream channel through which water and sediment have flowed, or are capable of flowing. The stream zone is delineated by the top of the bank or the outer edge of any riparian vegetation, whichever is more landward.

"Thinning" means the selective cutting of smaller individual trees, leaving larger individual trees to provide canopy.

"Toe road" means the dirt road at the base of a levee. Toe roads are maintained by grading, discing, herbicide spraying, mowing, burning, and removing debris.

"Verification Request Form ("VRF") is the abbreviated notification and approval form submitted by DWR and reviewed by DFG describing the location, type of maintenance, equipment use, and timing of the maintenance. Except in the case of emergencies, the VRF is submitted prior to the commencement of maintenance activities. The VRF may include multiple activities in one specific channel or single activities in a number of channels. The single VRF may be submitted for activities that may take several months or intermittent work periods to complete. A VRF may be for a single activity at a single location.

II. NOTIFICATION PROCEDURE

Except as specified in Section II.A or II.B below, DWR is not required to notify DFG to obtain an individual standard agreement before beginning any routine maintenance project identified in or authorized by this Agreement.

A. Notification to DFG by DWR

1. Routine maintenance work: 10 days prior to commencing routine maintenance work, DWR shall complete and submit to DFG a VRF, attached hereto as Attachment D for routine maintenance work. DWR shall send the VRF by email to person(s) specified by DFG as provided to DWR. In addition to the VRF, DWR shall email supporting documents for the maintenance activity, such as photos, drawings and/or maps. In the event that DWR delays the project start date

specified in the VRF by more than 10 days, DWR shall submit a revised VRF before beginning the project.

2. **Urgent maintenance work:** A minimum of 2 days prior to beginning urgent maintenance work covered by this Agreement, DWR shall complete a VRF and send it by email to the person(s) specified by DFG. For purposes of this Agreement, "urgent maintenance work" is routine maintenance work DWR must expedite based on the limited availability of work crews, the need for specialized equipment, anticipated weather conditions, and other limiting factors. In addition to the VRF, DWR shall email supporting documents for the maintenance activity, such as photos, drawings and/or maps.
3. **Emergency work:** This Agreement does not apply to emergency work by DWR. DWR shall complete any emergency work in accordance with Fish and Game Code section 1610, except that DWR shall comply with the notice requirement in section 1610 by completing the emergency form found on the Department's website: <http://www.dfg.ca.gov/habcon/1600/Forms.html> and sending it by email to the person(s) specified by DFG within 14 days of beginning the emergency work.
4. **Maintenance work not covered by this Agreement:** Maintenance work not covered by or consistent with this Agreement shall include any routine maintenance work in areas not identified in Attachments A and B, and Exhibits 1 and 2, regardless of whether the work is otherwise consistent with this Agreement. For routine maintenance work not covered by this Agreement and subject to Fish and Game Code section 1602, DWR shall notify DFG in accordance with that section before beginning the work. See the Department website <http://www.dfg.ca.gov/habcon/1600.html> for instructions and forms for submitting notification to the Department

B. DFG Response to Notification by DWR

1. Upon receipt of a VRF for routine or urgent maintenance work, DFG may acknowledge receipt of any VRF DWR submits in the form of an email response to DWR contact person identified in the VRF. However, such acknowledgement shall not be deemed an approval by DFG that DWR may begin the work described in the VRF.

2. DFG shall determine if the routine maintenance work described in the VRF is covered by and consistent with this Agreement.
3. If DFG determines that the work described in the VRF is consistent with and covered by this Agreement, DFG may either: (a) send by email a notice of concurrence to DWR contact person identified in the VRF and all DWR employees on the email distribution stating that it may proceed with the work described in the VRF, in which case DFG must send the notice prior to the proposed start date in the VRF; or (b) allow the 10 day (for routine maintenance work) or minimum 2-day (for urgent maintenance work) comment period to elapse. Upon receipt of a notice of concurrence, or if DFG does not submit a notice of concurrence, upon expiration of the applicable comment period, DWR may begin the work described in the VRF, provided it does so in accordance with the terms and conditions in this Agreement.
4. If DFG determines that the routine maintenance work described in the VRF is consistent with and covered by this Agreement, but notwithstanding such consistency additional measures (i.e., measures not included in this Agreement) need to be incorporated into the work to adequately protect fish and wildlife resources, DFG shall specify those measures in its notice of concurrence. Upon receipt of such concurrence, DWR may begin the work, provided it does so in accordance with this Agreement and the additional measures in the notice of concurrence.
5. If DFG determines that the routine maintenance work described in the VRF is not covered by or consistent with this Agreement, DFG shall send by email a notice of non-concurrence to DWR contact person identified in the VRF and all DWR employees on the email distribution, in which case DFG must send the notice prior to the proposed start date in the VRF. If DFG submits a notice of non-concurrence, DFG shall specify the basis for its inconsistency determination and describe the actions DWR will need to take before it may begin the work. Such actions DFG may recommend include, but are not limited to, the following:

- a. augmenting the VRF by submitting to DFG information sufficient to allow DFG to develop additional measures needed to protect fish and wildlife resources;
- b. working with DFG to augment Attachments A and B and Exhibits 1 and 2;
- c. separately notifying DFG in accordance with Fish and Game Code section 1602 and Section II.A.4 of this Agreement (above); or
- d. working with DFG to amend this Agreement.

If DFG does not respond within the 10 days (for routine maintenance work) or minimum 2-days (for urgent maintenance work) comment period, DWR may begin the work described in the VRF upon expiration of the applicable comment period.

C. Field Confirmation of VRF

- 1. DWR shall ensure that a copy of any completed VRF is readily available on site, even if DFG did not respond to it before the start date in the VRF. If DFG responded to the VRF before the start date, DWR shall ensure that a copy of DFG's response is also readily available on site.
- 2. A copy of a completed VRF and any response to it by DFG shall be presented to any DFG employee upon request.

III. AUTHORIZED MAINTENANCE WORK

DWR may perform the maintenance work described below without further notifying DFG, or obtaining a separate agreement from DFG, provided that DWR: 1) limits the work to within those areas identified in Attachments A and B and Exhibits 1 and 2; and 2) completes the work in accordance with the terms and conditions specified herein.

- A. Debris or obstruction removal. DWR may remove debris, trash, rubbish, beaver dams, flood-deposited woody and herbaceous vegetation, downed trees, dead trees which are in clear danger of falling in or across a channel, branches, and associated debris that substantially obstruct (or could obstruct) water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, bridge structures, or cause pump damage.

- B. Silt, sand, or sediment removal. DWR may remove or displace silt, sand, gravel, or sediment in the immediate vicinity (i.e., within 50 feet) of man-made facilities or structures that substantially obstruct water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or bridge structures, or could do so. DWR may remove silt, sand, gravel, or sediment throughout concrete lined channels.
- C. Vegetation control in channels. DWR may cut, mow, disc, bulldoze, graze livestock, or spray herbicides on grasses, shrubs, and woody growth to maintain the designed capacity of floodways and to facilitate site inspections. DWR may control vegetation by strip discing or bulldozing 75 to 100 foot wide sections within large channels. If DWR would like to control vegetation by strip discing or bulldozing in greater than 100 foot wide sections within large channels, DWR shall first consult with DFG. DWR may cut, trim, or remove the lower branches of large trees to facilitate site inspections and maintain channel capacity. DWR may remove dead trees, dying trees, and new trees less than 4-inches dbh to maintain channel capacity and prevent erosion. DWR may control vegetation growth within toe drains, seepage ditches, and collection canals to maintain flow capacity by removing vegetation via mechanical equipment and/or spray of herbicides. DWR may remove non-native vegetation (e.g., giant reed (a.k.a. "Arundo), Chinese tallow, red sesbania, Spanish bloom, Tree-of-heaven, black locust, tree tobacco, castor bean, pampas grass, eucalyptus, tamarisk, water hyacinth, ludwigia, acacia, parrotfeather, giant Asian dodder, water primrose, water lettuce, and ivy) to maintain channel capacity and improve native habitat.
- D. Maintenance of Mitigation and Restoration Areas. DWR may conduct maintenance activities on mitigation and restoration areas that restore and enhance habitat for fish and wildlife species in compliance with project specific agreements and permitting requirements imposed by the resource and regulatory agencies, or as defined under Corridor Management Plans.
- E. Repair of previous erosion control work. DWR may repair previous erosion control work, including, but not limited to, failed rock, sacked concrete, or gabion sections. Such work shall not extend beyond 50 linear feet of the existing revetted area.
- F. Minor erosion control work. DWR may slope, place earthen fill, install rocks and gabions, or take other necessary measures to control erosion on previously unrevetted areas. Such work shall

not exceed 50 linear feet in length.

- G. Minor grading work. DWR may grade or drag levee slopes to smooth surface irregularities, fill scour holes within the channel, and repair the levee toe road.
- H. Rodent control. DWR may exterminate any rodents (e.g., ground squirrels) burrowing in levees, and fill their burrows with earthen materials or grout.

IV. CONDITIONS

- A. DWR shall act as the lead agency under CEQA for any maintenance work covered by this Agreement that it undertakes.
- B. DWR shall complete the maintenance work covered by this Agreement in accordance with the following conditions and time periods, and any other time periods specified in this Agreement.

General

- 1. DWR shall perform the maintenance work at a time and in a manner that minimizes adverse impacts to fish and wildlife resources and provides for the protection and continuance of those resources.
- 2. DWR shall time the maintenance work with an awareness of precipitation and other events that could increase stream flows.
- 3. DWR shall time the maintenance work with awareness of the amount of time and materials necessary to implement erosion control measures. DWR shall cease the maintenance work and implement all reasonable erosion control measures before all storm events.
- 4. DWR shall perform routine maintenance work which includes grading, placement of fill, placement of rock slope protection materials, and other earth moving work within the stream zone within the following time period: April 15 to October 15.
- 5. DWR may remove debris in critical locations, such as bridges, gates, culverts, and channels, where such removal is necessary to avoid imminent flooding or damage to DWR structures and facilities at any time.

Channels

6. DWR may control vegetation within channels by using hand tools to selectively trim, "limb-up," or cut-down vegetation to control woody and brushy vegetation only during the following time period: August 1 to March 1, and March 2 to July 31 as authorized by DFG pursuant to condition 27 below.
7. DWR may control vegetation within channels by selectively spraying herbicides to control woody and brushy vegetation only during the following time period: July 1 to Nov. 30.
8. DWR may control vegetation within channels by livestock grazing during the following time period: July 1 to March 1 and outside of this time period as authorized by DFG pursuant to condition 27 below.
9. DWR may control woody and brushy vegetation by mechanical means (e.g., by mowers, brush hog, excavator, grading, or similar equipment) only during the following time period: August 1 to March 1, and March 2 to July 31 as authorized by DFG pursuant to condition 27 below.
10. DWR may control vegetation by mowing within the dry portions of large channels (e.g., Tisdale Bypass, Yolo Bypass, Sacramento Bypass, and Cache Creek Settling Basin) and other maintenance areas located at least 50 feet from the low flow channel (e.g., O'Conner Lake and Lake of the Woods): August 1 to March 1 and outside of this time period as authorized by DFG pursuant to condition 27 below.
11. DWR may cut, trim, or remove downed trees and dead or live trees that are in clear danger of falling in or across a channel that will significantly reduce channel capacity, accelerate erosion, or otherwise cause an emergency at any time.
12. DWR may control vegetation by pre and post-emergent herbicide spraying on regularly maintained channel slopes and access roads when used in accordance with the labeled instructions.

Levees

13. DWR may control vegetation on the levee slopes by using hand tools to selectively trim, "limb-up," or cut-down vegetation to control woody and brushy vegetation only during the following time period: August 1 to March 1 and outside of this time period as authorized by DFG pursuant to condition 27 below.
14. DWR may mow grasses on levee slopes any time, provided the mowing deck and/or blades are set at a mowing height of 4 or more inches above the ground. If the mowing deck can not be set to a height of 4 inches or more, DWR may mow grasses on levee slopes only during the following time period: May 1 to March 1 and outside of this time period as authorized by DFG pursuant to condition 27 below.
15. DWR may control vegetation on the levee slope by burning only during the following time period: June 1 to March 1 and outside of this time period as authorized by DFG pursuant to condition 27 below.
16. DWR may control vegetation on the levee slope by dragging only during the following time period: June 1 to March 1 and outside of this time period as authorized by DFG pursuant to condition 27 below.
17. DWR may grade levee slopes to control vegetation and fix rodent holes only during the following time period: June 1 to March 1 and outside of this time period as authorized by DFG pursuant to condition 27 below.
18. DWR may control herbaceous vegetation on the levee slopes by selectively applying pre-emergent herbicides and spot spraying year-round.
19. DWR may control vegetation on the levee slopes by livestock grazing year-round.
20. DWR may control rodents by applying rodenticides only during the time periods recommended by the California Department of Pesticide Regulation.
21. DWR may fill or grout rodent burrows and other "penetration

gaps" in levees and within channels during the following time period: May 1 to October 1, provided that the ambient temperature exceeds 75°F.

Other

22. DWR may burn debris/vegetation piles anytime.
23. DWR may control aquatic vegetation by using by mechanical methods, and by selectively spraying herbicides only during the following time period: June 1 to March 1, and as authorized by DFG pursuant to condition 27 below.
24. DWR may remove and clear vegetation from toe drains, seepage ditches and collection canal during the following time period: May 1 to October 1.
25. DWR may conduct maintenance in mitigation and restoration areas including irrigating, replanting, and controlling vegetation by using hand tools and mechanical equipment. The process for controlling vegetation may include using an early season mowing schedule and by selectively spraying herbicides to control invasive or non native vegetation to enhance native vegetation. Work may occur during the following time period: March 1 to November 15, and later if conditions allow.
26. DWR may request DFG to allow it to work outside the time periods listed above by submitting to DFG a written variance request that contains the following information: 1) the work location; 2) the name of the stream or watercourse near or within which DWR intends to perform the work; 3) photograph(s) of the work area; 4) a description of the work DWR intends to perform; 5) the amount of time DWR will need to complete the work described in the variance request; and 6) the name and telephone number of DWR contact person for the work. DFG may ask DWR for additional information. DFG may make approval of a variance request contingent on an agreement by DWR to complete a biological survey (in accordance with paragraph 28 below); to employ a biological monitor (in accordance with paragraph 29 below); or to incorporate additional measures as part of the proposed work, if DFG determines that the work could adversely affect nesting birds or special status species. DFG shall approve or disapprove a variance

request at its sole discretion within 10 days of its receipt, unless DFG has directed DWR to complete a biological survey (see paragraph 28 below).

27. With concurrence from DFG, DWR may manage vegetation (e.g., grasses, woody, brush, aquatic, invasive, non-native) within the dry portions of channels and on the waterside of the levees by methods such as, but not limited to mowing, mechanical means (e.g., by brush hog, excavator, grading, or similar equipment), hand tools (includes chain saws, hand saws and pruners), burning and dragging outside of the time frames allowed in Conditions 1 through 21 provided that:
(1) DWR shall conduct the appropriate biological surveys, which include, but are not limited to, nesting birds, and special status and sensitive plant species prior to the commencement of any maintenance work; (2) Biological surveys will be conducted by qualified biologists; (3) Biological surveys will be performed no more than 14 calendar days prior to beginning the maintenance work and will follow appropriate survey protocols and guidelines; and (4) DWR will submit a report that describes the survey protocols, findings, any proposed restrictions placed on the maintenance activity to protect any sensitive biological resources found. The report will be submitted with the VRF in accordance to Section II A. 1 (Notification Procedures) of this Agreement. DFG shall respond the VRF in accordance to Section II B of this Agreement. In the event DFG does not notify DWR within the 10-day period, DWR should contact DFG to inquire about the status of the VRF request.
28. If DFG requires DWR to complete a biological survey before approving a variance request, DWR shall employ a qualified biologist to survey the work area to verify the presence or absence of nesting birds or special status species. The survey shall be performed no more than 14 calendar days prior to beginning the maintenance work. The biologist shall survey the entire work area and a 50-foot "buffer" adjacent to and around the work area. After DWR completes the survey, it shall submit a written report to DFG that describes the biologist's survey protocols and findings, together with a copy of its original variance request. Within 10 days of receiving the survey report and variance request, DFG shall notify DWR by email that it approves or disapproves the variance request. Failure by DFG to notify DWR within the 10-day period shall not be deemed an approval by DFG of DWR variance request. In the event DFG does not notify

DWR within the 10-day period, DWR should contact DFG to inquire about the status of the variance request.

29. If DFG requires DWR have a qualified biologist on site to monitor the maintenance work described in a variance request or a VRF approved under condition 26 as a condition of approving the request, DFG may require DWR to have the monitor on site before, during, and after the maintenance work. If a monitor is used, DWR shall cease any maintenance work if the monitor determines that doing so is necessary to prevent harm to nesting birds, special status species, or any other fish and wildlife resource. The monitor shall notify the DFG employee who approved the variance or VRF request of any work stoppage as soon as practicable. DWR may resume work after the monitor determines that doing so will not cause harm to nesting birds, special status species, or any other fish and wildlife resource. If DWR wants to employ a monitor when performing the maintenance work described in a variance request, DWR should indicate its preference in the request.

- C. DWR shall complete maintenance work as identified in the Agreement. DWR may not modify any routine maintenance projects identified in the Agreement unless it first notifies DFG and DFG, at its sole discretion, approves the modification. DFG and DWR shall resolve any disputes regarding any proposed modifications in accordance with Section XII of this Agreement.
- D. Prior to beginning any maintenance work under this Agreement, DWR maintenance supervisors and crews who will be completing such work shall be trained by a qualified biologist to identify and avoid harm to special status species and their habitat.
- E. Some of DWR's projects included in this Agreement are within the known home range of species that are fully protected under the Fish and Game Code or listed under the California Endangered Species Act ("CESA") (Fish & G. Code, § 2050 et seq.) and/or the Endangered Species Act (16 U.S.C. § 1531 et seq.). The work periods listed in this Agreement are intended to avoid adverse impacts to those species. However, DFG may impose reasonable additional measures on any maintenance work covered by this Agreement if DFG determines that such measures are necessary to protect a fully protected or listed species from harm.
- F. If DWR encounters a fully protected or listed species while performing maintenance work, DWR shall suspend all work until the

fully protected or listed species has left the work area. DWR shall notify DFG of all confirmed observations of any fully protected or listed species in or adjacent to any work area covered by this Agreement. This Agreement does not authorize DWR to take, incidentally or otherwise, any fully protected or listed species, as "take" is defined in the "fully protected" statutes in the Fish and Game Code, CESA, or the Endangered Species Act. DFG may suspend or revoke this Agreement for any unauthorized take by DWR of a fully protected or listed species while performing any maintenance work authorized by this Agreement.

- G. Notwithstanding this Section IV, when required by DFG, a qualified DWR biologist shall conduct appropriate surveys to determine whether special status species are present in areas that they are known to occur. DWR shall not begin work until a qualified biologist has conducted the required survey(s) and reports the findings to DFG.
- H. DWR shall not perform any stationary work within one-quarter mile of a nesting Swainson's hawk between March 1 and September 15 without first consulting with DFG and, if necessary, obtaining an incidental take permit in accordance with CESA. However, transient work (i.e., mowing, discing, grading, dragging, etc) has no restriction. When advised by a DFG or DWR biologist, DWR shall suspend any maintenance work that could disrupt or otherwise interfere with Swainson's hawk nesting until DFG provides direction on how to proceed.
- I. DWR shall not perform any work within 250 feet of a burrowing owl nest without first consulting with DFG. When advised by a DFG or DWR biologist, DWR shall suspend any maintenance work that could disrupt or otherwise interfere with burrowing owl nesting until DFG provides direction on how to proceed.
- J. DWR shall avoid maintenance work on bridges between February 15 and September 30 if doing such work could disturb known roosting sites for bats.
- K. If DWR encounters any wildlife during any maintenance work covered by this Agreement, it shall cease the work until the wildlife has left the work area. If necessary, DWR may attempt to flush, haze, or herd the wildlife in a safe direction away from the work area, provided the wildlife is not a fully protected or listed species. If the wildlife is a fully protected or listed species, DWR shall comply with paragraph F above.

- L. DWR shall not disturb any active bird nests until all eggs have hatched and/or young birds have fledged. Unless otherwise specified herein, DWR shall not perform any stationary work within 50 feet of active bird nests. Transient work (i.e., mowing, discing, grading, dragging, etc) is not restricted by this buffer space.
- M. DWR shall not use heavy equipment in standing or flowing water unless DFG approves such work. If standing or flowing water is present or reasonably anticipated, DWR shall submit to DFG a detailed water diversion or de-watering plan. De-watering may be accomplished by using gravel bags, port-a-dams, water bladder dams, K-rails, or driven sheet metal coffer dams.
- N. DWR may cut, trim, spray with herbicides, or remove only that vegetation that obstructs stream flow, threatens public safety, as necessary to maintain safety clearance along bike trails and utility maintenance access roads, or in accordance with approved project specific mitigation and monitoring plans and approved Corridor Management Plans. Reasonable precautions shall be taken to avoid other damage to non-target vegetation by persons or equipment.
- O. DWR shall clear stream channels in such a manner that it avoids trees greater than 4 inches dbh. DWR may trim such trees as necessary to gain access to maintenance areas, but it may not remove such trees without first consulting with DFG. DWR may remove trees less than 4 inches dbh without first consulting with DFG.
- P. Recruitment of single trunk species of trees (e.g., oak, sycamore, cottonwood, Gooding willow, and alders) adjacent to low flow stream channels is important for the replacement of trees that die or are removed by natural or man-made causes. Where limited tree growth does not substantially interfere with channel capacity or function, DWR shall allow young trees to grow. DWR may thin young trees only where tree density is likely to cause future problems with regard to stream channel capacity and design function of flood control facilities.
- Q. DWR may trim the lower branches of large trees growing within a stream channel from ground level to a distance of 6 feet above ground level. The 4 inch dbh restriction in paragraph O above shall not apply to low-hanging limbs that block water flow, catch debris, or otherwise compromise the designed flow of the channel.
- R. In areas where small trees growing densely on both sides of the

watercourse create water flow passage problems, thinning of those trees might be an appropriate maintenance technique. If DWR intends to cut trees and shrub brush along a stream, it shall do so in an alternating pattern by cutting on one side of the stream one year and the other side of the stream the following year, except that in doing so, DWR shall avoid removing all vegetation along long reaches of a stream bank (i.e., greater than 200 feet long), and shall leave isolated patches of vegetated habitat to serve as nesting and cover material. DWR shall employ this maintenance technique only with specific notice to and concurrence by DFG.

- S. Elderberry bushes shall be trimmed or removed only in accordance with United States Fish and Wildlife Service protocol.
- T. DWR may chemically treat or remove the following non-native plants without restriction: giant reed (a.k.a. "false bamboo"), Chinese tallow, red sesbania, Spanish bloom, Tree-of-heaven, black locust, tree tobacco, castor bean, pampas grass, eucalyptus, tamarisk, ludwigia, acacia, parrotfeather, giant Asian dodder, water primrose, water lettuce, and ivy. DWR may add other invasive non native plants to this list if approved by DFG.
- U. DWR may only use herbicides registered with the California Department of Pesticide Regulation. DWR shall apply herbicides in accordance with regulations established by that department and in accordance with labeled instructions. Upon request, DWR shall make available to DFG labeled instructions for any herbicides used by DWR in performing maintenance work. DWR shall report immediately to DFG the killing of any non-plant aquatic life caused by the use or spilling of any herbicide, pesticide, or other chemical.
- V. During routine maintenance activities, DWR shall remove all trash and man-made debris collected in the channel. Any organic debris collected in the channel may be cut into appropriate sizes to be chipped and scattered as mulch at maintenance areas, removed from the channel, or burned in stationed debris piles.
- W. During routine maintenance activities, DWR shall prevent chemicals, paint, oil, gas, and other petroleum products, and other substances that could be deleterious to aquatic life from contaminating the soil and/or entering waters of the state. DWR shall immediately remove such substances from any place where it could enter waters of the state and/or adversely affect fish and wildlife resources. DWR shall attempt to contain any releases or spills of such substances, and shall report the release or spill as soon as possible to DFG at (916) 445-0045 and the Office of

Emergency Services at 1(800) 852-7550.

- X. DWR shall be responsible for providing the DFG entry to any work area. Upon request by DFG, DWR shall provide DFG keys for all locked gates and fences that restrict public access to maintenance work areas. DWR agrees that DFG may inspect maintenance work areas at any time without first notifying, or obtaining consent from DWR. If work is ongoing during the time of the inspection, DFG shall make contact with the supervisor/lead worker so the crew is aware that others are on site. DFG shall report to DWR any problems it discovers during its inspection.
- Y. If DFG determines that conditions have arisen or changed in such a manner that the work covered by this Agreement could adversely affect fish and wildlife resources, upon notice by DFG, DWR shall temporarily stop the work until corrective measures are taken in consultation with DFG.
- Z. Vehicles shall be reasonably free of external petroleum residue. Any equipment or vehicles driven and/or operated adjacent to a stream shall be checked and maintained daily to prevent leaks of materials that, if introduced into the water, could be deleterious to aquatic life. Vehicles shall be moved away from the stream prior to refueling and lubricating.
- AA. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located in areas where such materials if spilled shall not enter the stream zone. Stationary equipment such as motors, pumps, generators, compressors, and welders located within or adjacent to the stream shall be positioned over drip-pans.
- BB. DWR may sandblast, paint, and chip and use gunite, as necessary, provided that materials are contained or placed where they will not enter or be washed into a stream. Chipped paint and rebound materials shall be removed and disposed of in accordance with local, state, and federal law.
- CC. DWR and all of its contractors shall be subject to the water pollution regulations found in the Fish and Game Code sections 5650 and 12015.

V. SUBMITTALS

- A. DWR shall send or deliver all non-VRF submittals (e.g., standard 1602 notifications, annual reports, fees, and photographs) to the

following address:

Department of Fish and Game
Sacramento Valley - North Central Region
Attn: Lake or Streambed Alteration Program
1701 Nimbus Road
Rancho Cordova, California 95670
(916) 358-2932 (telephone)
(916) 358-2912 (fax)

- B. DWR shall send all VRF submittals to the person(s) specified by DFG. DFG and DWR shall update the distribution list as needed, modify the revision date accordingly, and provide each other with a copy of the most current list.

VI. REPORTING

DWR shall provide a written report to DFG on or before February 1 each year. The report shall include a brief description of the projects completed and a complete list of each location/facility where DWR performed routine maintenance work during the previous calendar year (i.e., January 1 through December 31). To the extent feasible, DWR shall submit pre- and post-project photographs with the annual report. The report shall reference this Agreement by title and by notification number **1600-2010-0108-R2**.

VII. FEES

The fees referenced below are based on the current fee schedule. These fees are subject to change. DWR shall pay the appropriate fee from the existing fee schedule at the time the specific fee is paid.

A. Initial Notification Fee

DWR shall pay DFG the initial notification fee of \$1,345.25 (Fee received on June 30, 2010).

B. Subsequent Fees

DWR shall also pay a lump sum to DFG at the end of each calendar year when it submits its annual report based on the total number of routine maintenance projects undertaken by DWR (which shall be equal to the number of VRFs submitted to DFG during the calendar year) and the following fee schedule:

\$112.00 for each maintenance project (VRF submitted)

C. Amendment Fee

DWR may request the Department to make a **minor amendment** to this Agreement. A minor amendment is one that would not significantly modify the scope or nature of any project covered by this Agreement or any measure included in this Agreement to protect fish and wildlife resources.

The fee for a **minor amendment** is \$168.00

DWR may request the Department to make a **major amendment** to this Agreement. A major amendment is one that would significantly modify the scope or nature of any project covered by this Agreement or any measure included in this Agreement to protect fish and wildlife resources, or require additional environmental review pursuant to section 21000 *et seq.* of the Public Resources Code or section 15000 *et seq.* of title 14 of the California Code of Regulations.

The fee for a **major amendment** is \$560.25

D. Renewal Fee

The fee to renew (i.e., extend) this Agreement shall be \$224.00.

VIII. OTHER PERMIT REQUIREMENTS

This Agreement does not relieve DWR or any person acting on behalf of DWR, including its officers, employees, representatives, agents or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code, including, but not limited to, sections 2050 *et seq.* (California Endangered Species Act), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5931 (fish passage over/around dam), 5937 (sufficient water for fish), and 5948 (obstruction of stream). DWR is responsible for obtaining all required permits and authorizations from local, state and federal agencies. DWR shall notify the Department where conflicts exist between the provisions of this agreement and those imposed by other regulatory agencies. Unless otherwise notified, DWR shall comply with the provision that offers the greatest protection to water quality, species status species and/or critical habitat.

IX. AMENDMENT

- A. This Agreement may be amended or modified at any time by mutual written agreement executed by DFG and DWR. Any

proposal to amend or modify this Agreement shall be submitted for review and approval by the Regional Manager, or the Regional Manager's designee, for DFG and DWR, unless otherwise specified.

- B. Notwithstanding in paragraph A above, upon review and approval of any amendments by a DFG staff person in the Lake and Streambed Alteration Program, DWR may add other work areas to Attachments A and B and Exhibits 1 and 2 after the effective date of this Agreement, in which case all provisions of this Agreement shall apply to the added projects. DFG may impose additional conditions on DWR when performing routine maintenance work on flood control structures in work areas added to Attachments A and B and Exhibits 1 and 2 after the effective date of this Agreement.
- C. Notwithstanding in paragraph A above, DFG and DWR may modify the distribution list at any time, provided that DFG or DWR indicates on the list the date it was modified, and thereafter provides the other party a copy of the list, as modified.
- D. DFG and DWR shall meet in each February or at some other mutually agreed to time to discuss this Agreement. Both parties should be prepared to propose any amendments to this Agreement at the meeting.

X. TERMINATION

This Agreement shall remain in effect until it expires or is terminated in writing by DFG or DWR. Termination shall become effective 30 days after receipt of the termination notice by the other party. In the event this Agreement is terminated, DWR may complete any maintenance work that DFG approved prior to the date of the termination notice.

XI. RENEWALS

This Agreement may be renewed once at the end of its term for another period of up to 5 years in accordance with Fish and Game Code section 1605, subdivisions (a) through (e). DFG's decision whether to grant a request to extend this Agreement shall be based in part on a review of the annual reports submitted by DWR under Section VI of this Agreement. Notwithstanding Fish and Game Code section 1605, subdivisions (a) through (e), DFG may deny a request by DWR to renew this Agreement if DFG determines that DWR has failed to fully comply with one or more material terms and conditions of this Agreement. DFG shall not renew this Agreement until it has complied with CEQA, if such compliance is necessary.

XII. DISPUTE RESOLUTION

DFG and DWR shall attempt to resolve any alleged violation of Fish and Game Code Section 1600 et seq. or any disagreement between DFG and DWR regarding this Agreement at the field staff level. If DFG concludes that DWR is failing, or has failed to, comply with Fish and Game Code section 1600 et seq. or the terms and conditions of this Agreement, DFG shall notify DWR, either verbally or in writing, of the work constituting the asserted violation and DWR shall immediately suspend the work, unless the work is emergency work necessary to protect life or property. As expeditiously as possible after the suspension occurs (in the case of an asserted violation) or if field staff cannot resolve an issue (in the case of a disagreement), DFG staff shall inform the Assistant Chief and Regional Manager of the suspension (in the case of an asserted violation), or the Regional Manager only (in the case of a disagreement), and DWR staff shall inform the Chief of the Flood Maintenance Office. The Regional Manager and Chief of the Flood Maintenance Office shall thereafter commence the following dispute resolution process:

- A. The Regional Manager shall contact the Chief of the Flood Maintenance Office in an effort to mutually resolve the asserted violation or disagreement. DFG and DWR shall address whether DWR was in compliance with Fish and Game Code section 1600 et seq. or this Agreement; whether this Agreement should be modified, suspended, or revoked; whether DWR should provide restitution for damage caused to fish and wildlife resources, if any damage occurred; and/or any other relevant issues.
- B. If the Regional Manager and the Chief of the Flood Maintenance Office are unable to resolve the asserted violation or disagreement within 7 days of the meeting to discuss the matter, the Regional Manager and the Chief of the Flood Maintenance Office shall elevate the matter to a DFG Deputy Director and Chief of the Division of Flood Management.
- C. If the DFG Deputy Director and Chief of the Division of Flood Management are unable to mutually resolve the asserted violation or disagreement within 7 days of the meeting to discuss the matter, they shall refer the asserted violation or disagreement to the DFG Director and DWR's Deputy Director overseeing the Division of Flood Management.

DFG shall exercise its authority in a manner intended to encourage resolution, settlement, and compromise of all asserted violations or disagreements in an effort to avoid seeking prosecution. However, nothing in this Agreement compromises DFG's authority and responsibilities under the Fish and Game Code or other state laws

or regulations.

XIII. ENTIRE AGREEMENT

This Agreement, which includes Attachments A, B, C, and D (VRF), and Exhibits 1 and 2, constitute the entire Agreement. This Agreement supersedes the following active Streambed Alteration Agreement: Memorandum of Understanding between DWR and California Department of Fish and Game (1600-2004-0171-R2).

XIV. EFFECTIVE DATE AND TERM

This agreement shall become effective on the date of last signature below, and shall expire five years from the date of last signature below, unless it is terminated at an earlier date or renewed prior to its expiration.

DWR Representative

Keith E. Swanson
Keith E. Swanson, Chief, Flood Maintenance Office

Date: 1/4/11

CALIFORNIA DEPARTMENT OF FISH AND GAME

Kent Smith
Kent Smith, Regional Manager
Sacramento Valley - North Central Region

Date: 1/6/11

Attachment A

Maintenance Project Areas for the Sacramento and Sutter Maintenance Yards

Sacramento Maintenance Yard Maintenance Project Areas

Maintenance Project Area	Levee	Channel	Structure
American River		X	
Arcade Creek		X	
Cache Creek and Settling Basin	X	X	
Cache Creek Weir			X
Cache Creek low flow outlet			X
Grizzly Slough	X		
Knights Landing Outfall Gates			X
Knights Landing Ridge Cut		X	
Linda Creek		X	
Magpie Creek Diversion		X	
Natomas Cross Canal		X	
Natomas East Main Drain		X	
Putah Creek	X	X	
Sacramento Bypass	X	X	
Sacramento Bypass Weir			X
Sacramento River (Collinsville to Knight's Landing)		X	
MA 4	X		
MA 9	X		
Willow Slough Bypass	X	X	
Freemont Weir		X	X
Yolo Bypass Highway 22 Crossing	X		
West Yolo Bypass Levees (Levee, Units 1 through 4)	X		
East Yolo Bypass Levee (upper two miles)			
Schreiner's and Furlon Properties		X	
Yolo Bypass Union Pacific Crossing		X	
Yolo Bypass		X	

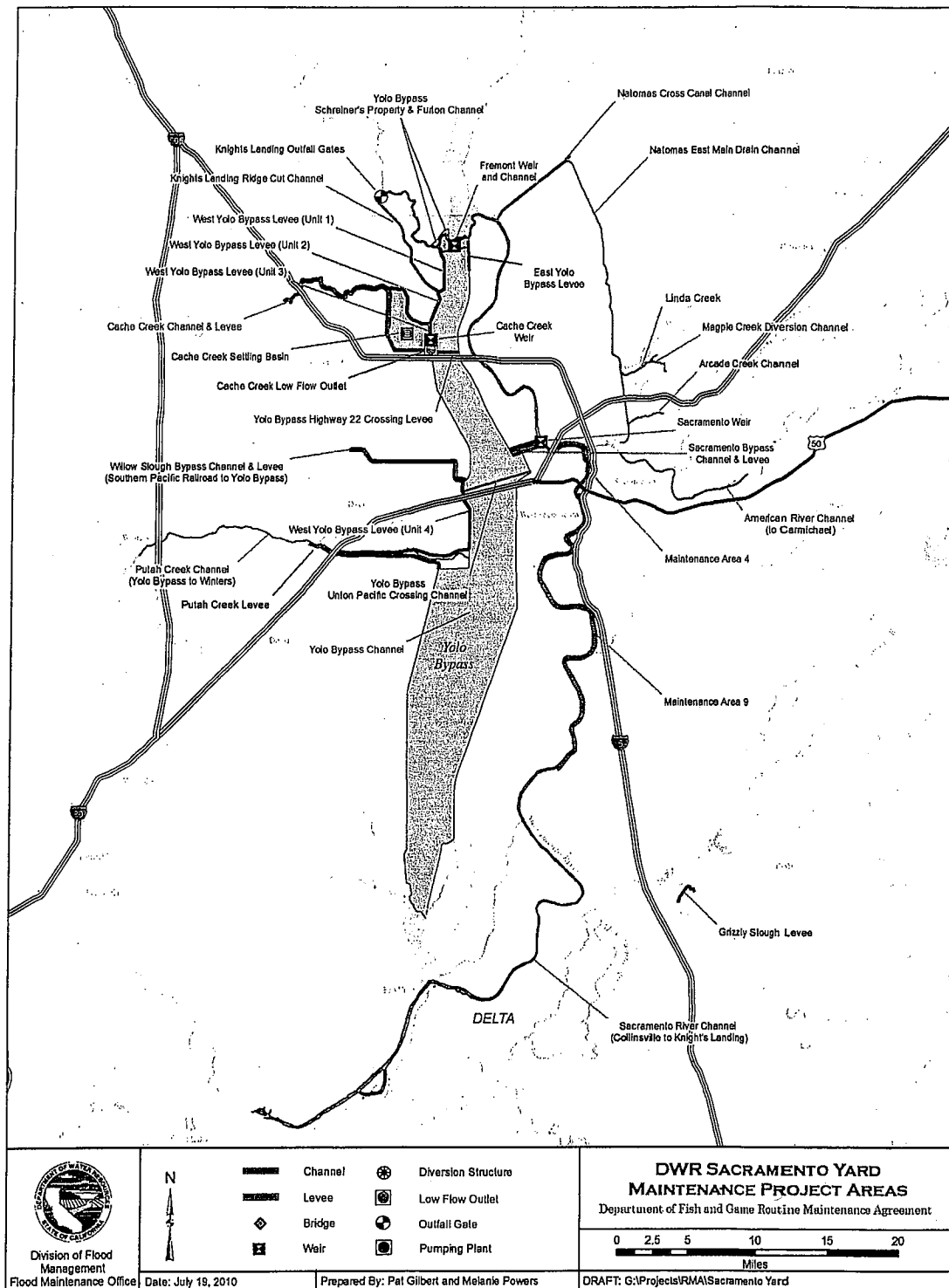
Sutter Maintenance Yard Maintenance Project Areas

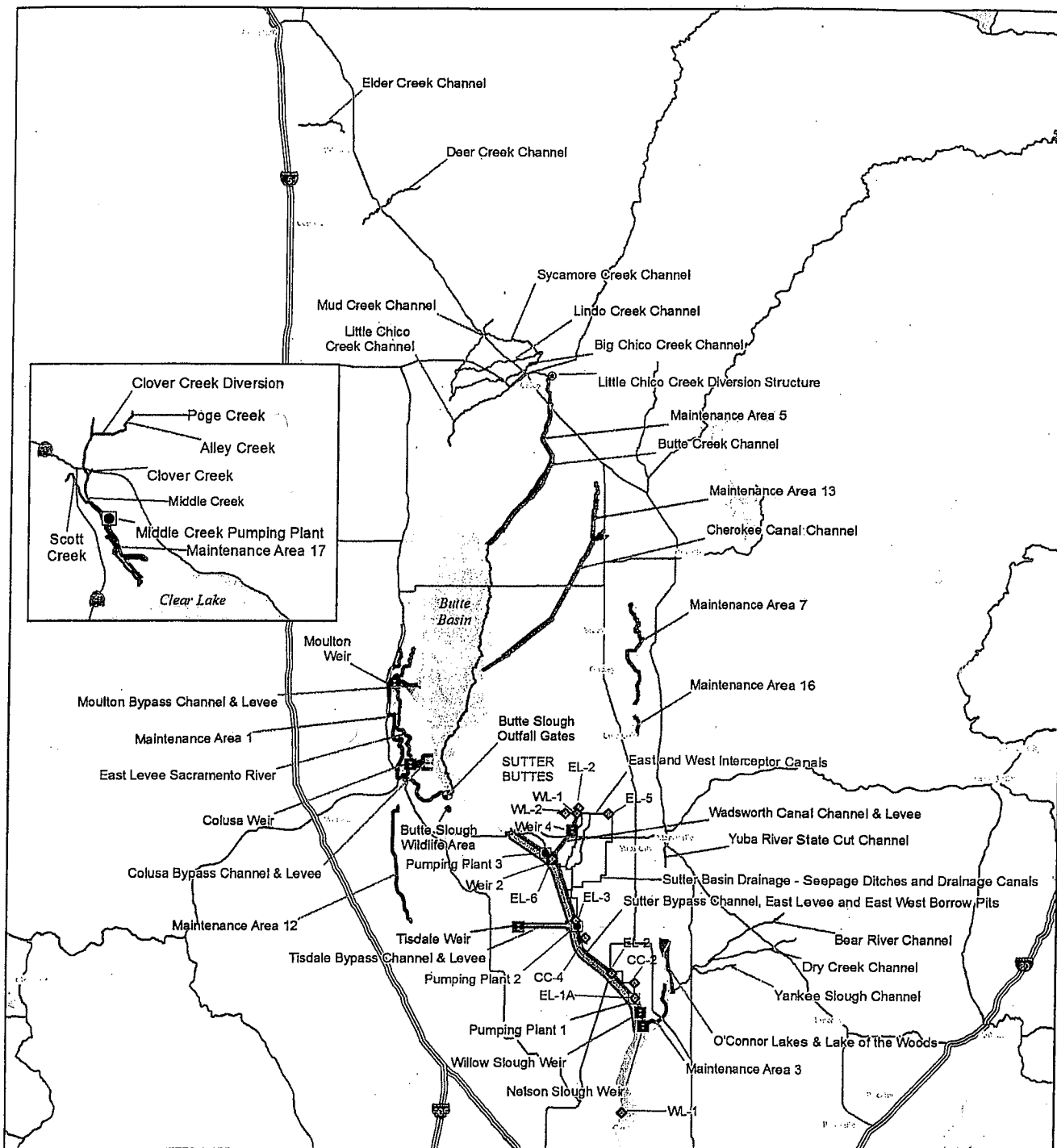
Maintenance Project Area	Levee	Channel	Structure
East Levee Sutter Bypass	X		
Sutter Bypass Channel, and East West Borrow Pits		X	
Butte Slough Wildlife Area		X	
Butte Slough Outfall Gates			X
Nelson Slough Weir			X
Sutter Basin Drainage- Seepage Ditches and Drainage Canals		X	
Sutter Bypass Pumping Plants <ul style="list-style-type: none"> o Pumping plant 1 o Pumping plant 2 o Pumping plant 3 			X
East and West Interceptor Canals		X	
Wadsworth Canal	X	X	
Wadsworth Canal Weir (Weir #4)			X
Sutter Bypass Area Bridges <ul style="list-style-type: none"> o Bridge EL-1A o CC-2 o CC-4 o Bridge EI-2 o Bridge EI-5 o Bridge WI-1 o Bridge WI-2 o Bridge EL-2 o Bridge EL-3 o Bridge EL-6 o WL-1 			X
Weir #2 located in the Sutter Bypass			X
Sutter Basin seepage ditches and drainage canals		X	
Tisdale Bypass	X	X	
Tisdale Bypass Weir			X
Willow Slough Weir			X
MA 3	X		
MA 7	X		
MA 16	X		
O'Conner Lakes		X	
Lake of the Woods		X	
Bear River, Dry Creek, Yankee Slough		X	
East Levee Sacramento River	X		
MA1	X		
MA12	X		
Colusa Bypass	X	X	

Colusa Bypass Weir			x
Moulton Bypass	x	x	
Moulton Weir			x
Cherokee Canal		x	
MA 13	x		
Lindo Creek		x	
Sycamore and Mud Creek		x	
Little Chico Creek		x	
Little Chico Creek Diversion		x	
Big Chico Creek		x	
MA 5	x		
Butte Creek		x	
Deer Creek, Units 1, 2, and 3		x	
Elder Creek		x	
MA 17 Middle Creek	x		
Clover Creek Diversion		x	
Middle Creek		x	
Alley Creek		x	
Clover Creek		x	
Poge Creek		x	
Scott Creek			
Middle Creek Pumping Plant			x
Yuba River State Cut		x	

Attachment B

Maintenance Project Areas Maps for the Sacramento and Sutter Maintenance Yards





Division of Flood
Management
Flood Maintenance Office



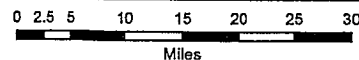
Channel
Levee
Bridge
Weir



Diversion Structure
Low Flow Outlet
Outfall Gate
Pumping Plant

DWR SUTTER YARD MAINTENANCE PROJECT AREAS

Department of Fish and Game Routine Maintenance Agreement



Date: September 2, 2010

Prepared By: Pat Gilbert and Melanie Powers

DRAFT: G:\Projects\IRMA\Sutter Yard\Sutter Yard Maps

Attachment C

DWR Vegetation Inspection Criteria for Standard Levées

October 2007

DWR Vegetation Inspection Criteria for Standard Levees, October 2007

FIGURE 1: NO BERM

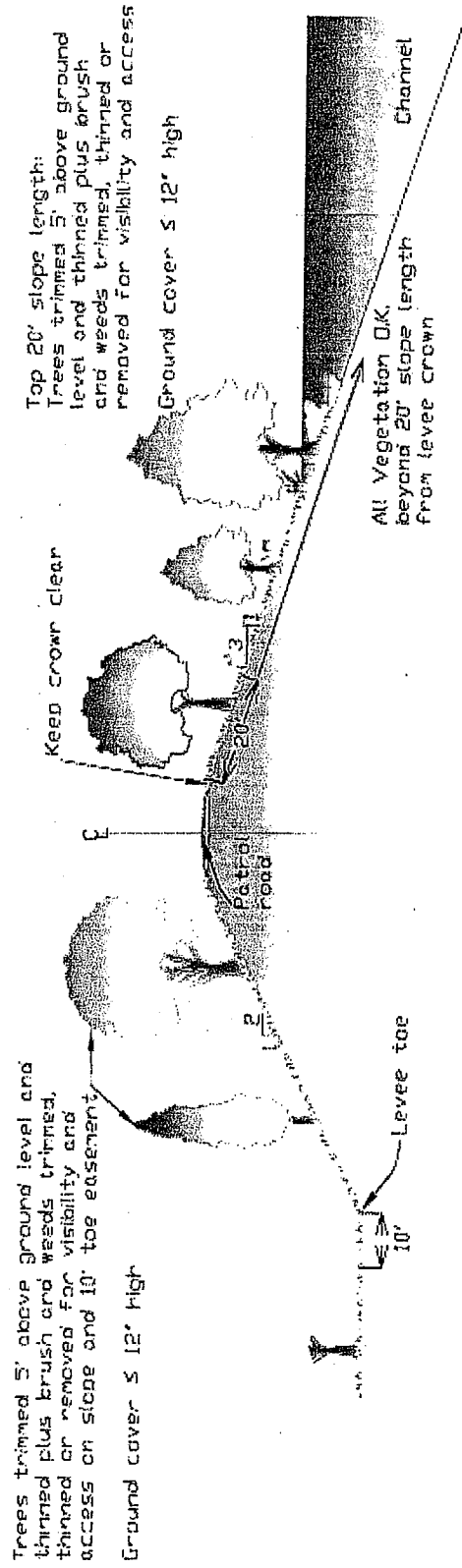
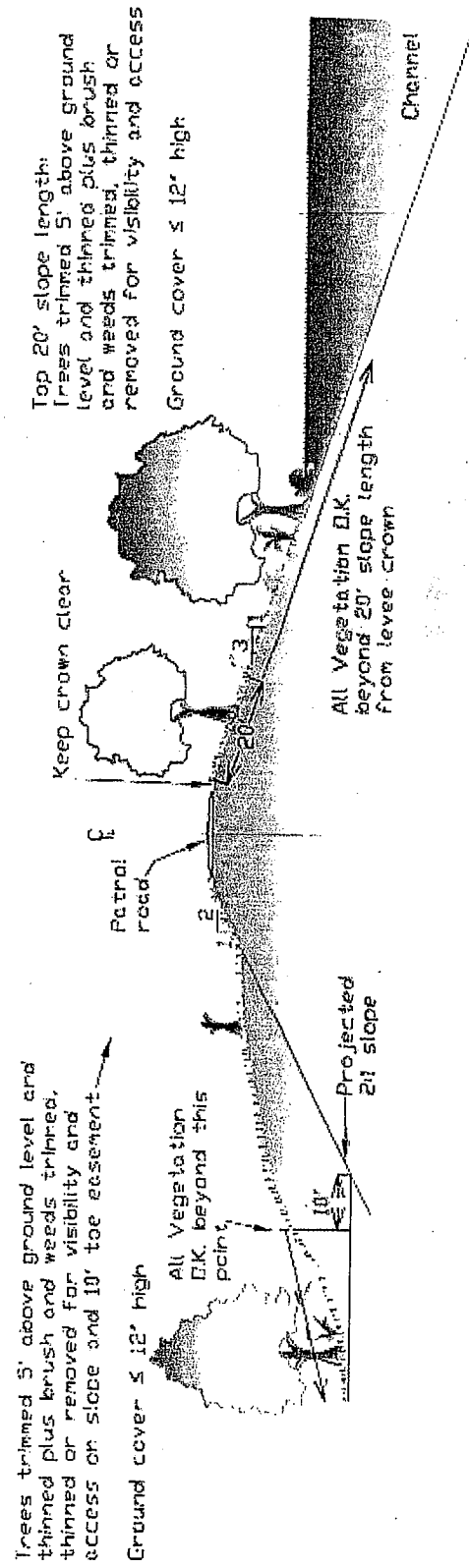


FIGURE 2: LANDSIDE BERM



DWR Vegetation Inspection Criteria for Standard Levees, October 2007

FIGURE 3: WATERSIDE BERM

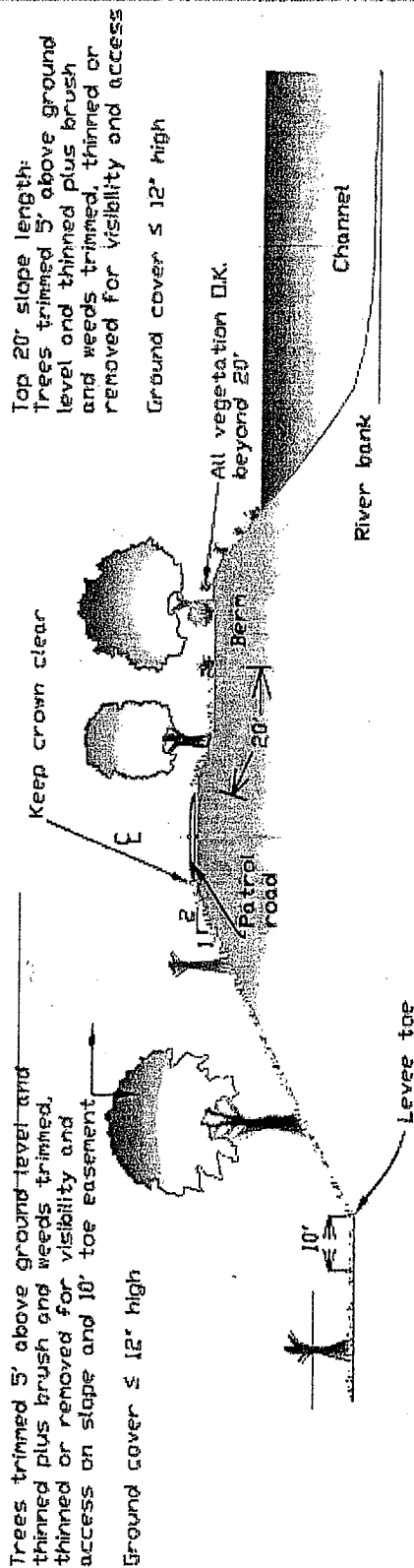
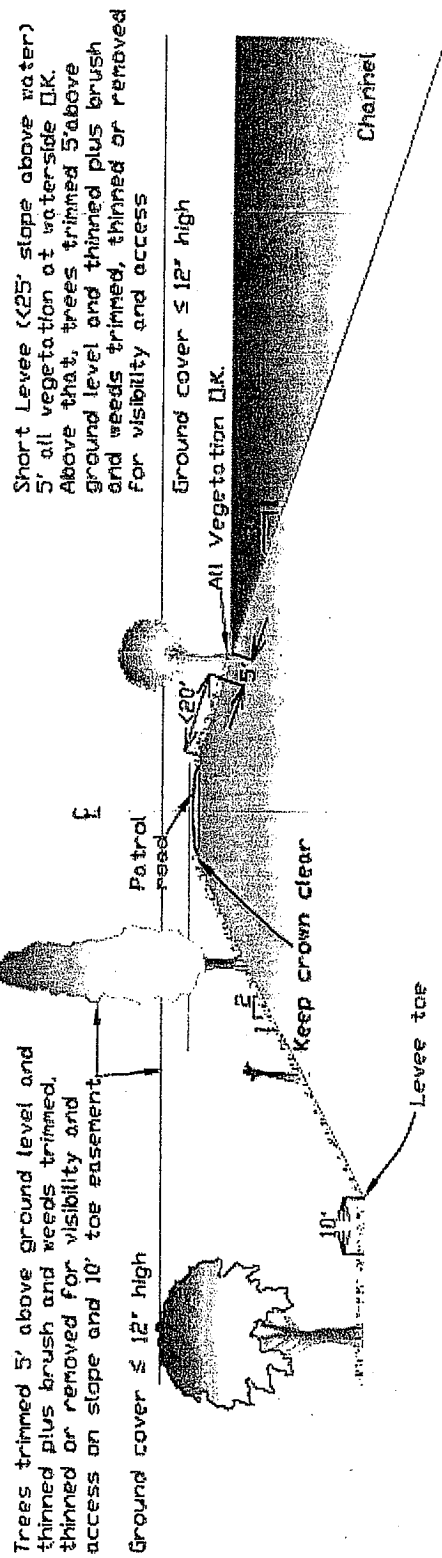


FIGURE 4: SHORT LEVEL



Attachment D

VRF-enter name of stream

DWR

ROUTINE MAINTENANCE AGREEMENT (RMA) SAA #1600-2010-0108-R2

VERIFICATION REQUEST FORM (VRF)

Date of Request:

- ☐ ORIGINAL REQUEST
☐ REVISION NO.

District Contact Person: [To be Named]

Phone Number: (916) ###-####

Cell Number: (916) ###-####

Email: [to be determined]

☐ Routine Work 10 Day Notice

☐ Urgent – minimum 2 day notice (describe urgency below)

☐ Emergency – work to begin immediately (describe emergency below)

Comments:

Name of Stream:

Location center point (lat/long is preferred):

Or beginning Point and ending Point

Project Start Date:

Project End Date:

Type of Work

- ☐ Cut Bulrush, Cattails or other in-channel vegetation
- ☐ Debris/down and damaged tree removal
- ☐ Tree Trimming
- ☐ Silt removal in or near bridges/culverts/outfall pipes
- ☐ Silt removal beyond in-channel structures
- ☐ Erosion repair/riprap placement
- ☐ Repair Access Roads
- ☐ Concrete Repair at headwalls/outfalls
- ☐ Other:

Equipment

- ☐ Chainsaw/pruning shears/clippers
- ☐ Wood Chipper
- ☐ Backhoe/Grade-all
- ☐ Excavator with Blade
- ☐ Hand Tools
- ☐ Other:

Routine Work Requiring Variance

- ☐ Request to Work Outside RMA Dates
- ☐ Other:

Description of Proposed Maintenance Work:

Known environmental issues or other concerns:

Section 2: DFG Approval

In accordance with Section II of the Agreement between the California Department of Fish and Game (DFG) and DWR for Routine Maintenance in Stream Channels and drainage facilities within DWR maintenance areas for the purposes of protecting and maintaining storm and drainage channels. DWR hereby notifies DFG of its intent to perform routine maintenance work within a stream covered in the Agreement.

DFG Contact Information

Name: **Gary Hobgood**

Date DFG Responded to DWR:

Phone Number: (916) 983-6920 email: ghobgood@dfg.ca.gov

- | |
|---|
| <input type="checkbox"/> Notice of concurrence |
| <input type="checkbox"/> Work can begin as scheduled |
| <input type="checkbox"/> Work can begin immediately |
| <input type="checkbox"/> Notice of concurrence with conditions (See DFG comments below) |
| <input type="checkbox"/> Work can begin as scheduled |
| <input type="checkbox"/> Work can begin immediately |
| <input type="checkbox"/> Notice of non-concurrence with comments (See DFG comments below) |

Comments: